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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

CASSANDRA J. MOLLETT et al.

Serial No.: 09/474,671

Filed: December 29, 1999

For: System and Method of Approving a Limit of Check Cashing Over Time

Attorney Docket No.: FDC 0149 PUS

Group Art Unit: 3627

Examiner: Andrew J. Rudy

REPLY BRIEF UNDER 37 C.F.R. § 41.41

Mail Stop Appeal Brief - Patents
Commissioner for Patents
U.S. Patent & Trademark Office
P.O. Box 1450
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Sir:

This Reply Brief is in response to the Examiner's Answer mailed on May 5, 2006, for the above-identified patent application. As best as can be determined, the Examiner raises no new ground of rejection in the Examiner's Answer.

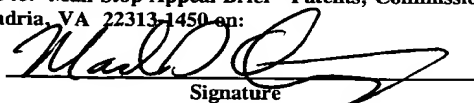
The Examiner has withdrawn his rejection under 35 U.S.C. § 101, leaving his rejection of claim 8 under 35 U.S.C. § 112, second paragraph, and his rejection of claims 1-6, 8 and 9 under 35 U.S.C. § 103(a).

CERTIFICATE OF MAILING UNDER 37 C.F.R. § 1.8 (FIRST CLASS MAIL)

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1. Whether Claim 8 Is Properly Rejected Under 35 U.S.C. § 112, Second Paragraph

The Examiner rejected claim 8 under 35 U.S.C. § 112, second paragraph, as being indefinite. In his Reply, the Examiner provided no new arguments as to why claim 8 is indefinite. Therefore, no response is provided here. The Board is respectfully directed to Appellants' Supplemental Appeal Brief filed March 10, 2004.

2. Whether Claims 1-6, 8 and 9 Are Properly Rejected Under 35 U.S.C. § 103(a)

The Examiner rejected claims 1-6, 8 and 9 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,064,987 to Walker *et al.* (Walker) in view of U.S. Patent No. 5,679,940 to Templeton *et al.* (Templeton).

A. Claim 1

Independent claim 1 provides a method of approving a money limit of check cashing **for a time period** during which a check writer may cash checks up to the limit. Historical check writing information for a plurality of check writers is stored. Identification information for accessing the check writing information for a check writer is received. The respective check writing information is processed to determine a score for the check writer. The check writer is classified in a predetermined category based on the score. The money limit is determined based on the category in which the check writer is classified. The money limit specifies the check cashing limit **over the time period**.

The Examiner states that "Applicant's assertion that Walker does not show a time period or money limit or check cashing is opposite to Walker's disclosure, e.g. cols. 9-10, lines 54-23." In order to disclose Appellants' claim 1, Walker must disclose a limit establishing a check cashing amount over a time period. Time period, money limit and check cashing are related — not independent, separate concepts as apparently believed by the Examiner.

The passage in Walker cited by the Examiner is reproduced as follows (emphasis added):

Referring to FIG. 10, a process 360 is performed by the central controller in determining one or more installment plans to offer a purchaser at a POS terminal. In general, the central controller determines whether application of the purchase price to the financial account is authorized (step 362). The step 362 is also known as "authorizing the charge", and typically comprises an evaluation of whether the credit card account meets approval criteria of the credit card account issuer. Approval criteria are specific to each issuer, and may include the following (i) the account must be in good standing, and **not past due**; (ii) applying the purchase price to **the current balance of the account would exceed the balance limit** (some issuers may approve purchases that exceed the balance limit by a specified margin), (iii) the corresponding credit card must not have been reported stolen or lost; and (iv) the account should not be closed.

If the charge is authorized, the central controller determines whether to allow installment payments on the purchase price (step 364). Typically, the central controller makes the determination based on the purchase price and/or the financial account identifier. For example, the central controller may compare the purchase price to a predetermined amount, and allow installment payments **only if the purchase price exceeds the predetermined amount**. The central controller may also determine whether the specified account has been "pre-approved" such that installment payments are always allowed, e.g. as determined by a purchaser score. An indication of such pre-approval may be stored, for example, in the purchase database 46 (FIG. 4). In still another embodiment, each installment plan may have one or more conditions, and installment payments are allowed if any installment plan's conditions are met. For example, one installment plan may have a condition that **the purchase price is between \$250 and \$1,000**, while a second installment plan has a condition that **the total amount charged in the last month is over \$2,000**. Such conditions may be stored in the installment plan database 50 (FIG. 4).

None of the examples provided in this passage teach or fairly suggest establishing a check cashing limit over a time period. Each example except the last deals with a specific, present amount, such as a purchase price or an account balance. The last example discloses an installment plan based on an amount charged during the previous month being **greater than**

a certain amount. This is not analogous to setting a check cashing limit over a set period of time.

The Examiner goes on to reason the following:

To be past due there must be a time period, e.g., monthly account statement, that the purchaser of the credit must, generally, pay off in total or an appropriate portion thereof, a suitable balance in order to have access to the financial account. It has been common knowledge that time periods are used in both the credit and check cashing industry to facilitate accounting and transaction objectives, e.g. to verify whether a user has a proper credit history and financial resources to cover the requested fund transfer.

Having a sum due on a particular date does not teach or suggest Appellants' invention. Nor does the assertion that "time periods are used in both the credit and check cashing industry to facilitate accounting and transaction objectives," whether true or not, teach or suggest Appellants' invention. The Examiner has failed to find any disclosure in Walker for establishing a cash limit over any period of time.

Nor can Templeton fill in this missing disclosure. The Examiner admits as much, stating "[t]hough Templeton does not explicitly disclose a time period, it would be an inherent aspect of Templeton's disclosure." The only support provided by the Examiner is as follows:

The real-time updating of file information, e.g., 85, 87 of Templeton, fully meets the broad scope and content of Applicant's phrase "time period" referenced. As is, the time period may be as short as a nanosecond or as long as a year (or longer) to fully meet Applicant's claim language. In sum, the real-time period parameters disclosed by Templeton fully meet Applicant's claim language.

Appellants are not claiming all uses of a time period in check cashing, but specifically the establishment of a cash limit over a time period. The Examiner offers no clue as to how Templeton's negative file 85 and positive file 87 disclose such a cash limit over a time period. The Examiner provides no citation within Templeton in support of his assertion. Further, the

Examiner does not address Appellants' arguments discrediting Templeton's negative file 85 and positive file 87 provided in the Supplemental Appeal Brief.

In summary, the Examiner has failed to find any disclosure in Walker or Templeton for establishing a cash limit over a time period. In fact, nowhere in the Examiner's Answer does the Examiner even acknowledge that claim 1 provides for a cash limit over a time period or that finding a disclosure of such a cash limit over a time period is necessary to establish a *prima facie* case.

B. Claim 8

Independent claim 8 provides a method of check cashing. A cash limit is established for a check writer for at least one time period. A request to cash a check written for a specified amount and written by the check writer is received. For each of the time periods, a total amount of cash from check writer checks cashed during an immediately preceding time equal to the time period is determined. The request is approved if, for each of the time periods, the total amount of cash from check writer checks cashed plus the specified amount is less than the cash limit for the time period.

The Examiner provided no independent reason for rejecting claim 8 prior to the Examiner's Answer. In the Examiner's Answer, the entire support provided by the Examiner is as follows:

Regarding claim 8, as understood, the historical approval criteria data of Walker may be viewed as meeting the claim terminology for approving a check cashing request for each time period being considered. Thus, claim 8 does not define over Walker, as modified by Templeton.

Appellants are left to guess as to what "historical approval criteria data" means since this term is not used in Walker and the Examiner provides no citation or other reference. Walker does mention "approval criteria" in the passage from column 9, line 54, through column 10, line 23, reproduced above. However, this passage does not disclose or fairly suggest determining a cash limit for a time period based on a total amount of cash obtained during an immediately

preceding time period. Thus, the Examiner has failed to establish a *prima facie* case of obviousness with regard to claim 8.

C. Claim 9

Independent claim 9 provides a method of check cashing. For each of a plurality of time periods, a cash limit for a check writer is established. A request to cash a check written for a specified amount and written by the check writer is received. A total amount of cash from check writer checks cashed during an immediately preceding time equal to the time period is received. The request is approved if, for each of the plurality of time periods, the total amount of cash from check writer checks cashed plus the specified amount is less than the cash limit.

The Examiner provided no independent reason for rejecting claim 9 prior to the Examiner's Answer. In the Examiner's Answer, the entire support provided by the Examiner is as follows:

Regarding claim 9, the historical approval criteria data of Walker may be viewed as meeting the claim terminology for approving a check cashing request for each time period being considered. Further, allowing a check writer to reach his/her credit limit over a specified time period after having a previous financial transaction has been approved have been common knowledge in check cashing systems. Both Walker and Templeton systems allow for this function to be performed. Thus, claim 9 does not define over Walker, as modified by Templeton.


Once again, the Examiner fails to provide any citation or other reference to assist Appellants in determining why the Examiner believes claim 9 is not patentable. Once again, Appellants believe the Examiner is referencing Walker's passage from column 9, line 54, through column 10, line 23, reproduced above. Walker neither teaches nor suggests using a plurality of time periods to determine whether or not a check should be cashed, as provided in claim 9. The Examiner has failed to establish a *prima facie* case of obviousness with regard to claim 9.

Appellants believe claims 1-6, 8 and 9 are patentable over any combination of Walker and Templeton and respectfully request that the Board so hold.

No fee is believed due by filing this supplemental appeal brief. However, any fee due in connection with this filing may be withdrawn from Deposit Account No. 02-3978.

Respectfully submitted,

CASSANDRA J. MOLLETT et al.

By: 
Mark D. Chuey, Ph.D.
Registration No. 42,415
Attorney/Agent for Appellant

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BROOKS KUSHMAN P.C.
1000 Town Center, 22nd Floor
Southfield, MI 48075-1238
Phone: 248-358-4400
Fax: 248-358-3351